

AO 120 (Rev. 3/04)

TO:	Mail Stop 8	<b>SOLICITOR</b>	<b>REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK</b>
	Director of the U.S. Patent and Trademark Office		
	P.O. Box 1450 Alexandria, VA 22313-1450		

**U.S. PATENT & TRADEMARK OFFICE**

In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been  
filed in the U.S. District Court Middle District of Florida, Tampa on the following ☒ Patents or ☐ Trademarks:

DOCKET NO. 8:07-CV-444-T-24TGW	DATE FILED 03/12/2007	U.S. DISTRICT COURT Middle District of Florida - Tampa Division
PLAINTIFF  SECURITYPOINT MEDIA, LLC.		DEFENDANT  THE ANDERSON GROUP, LLC, et al.
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 See attached complaint	See attached complaint	See attached complaint
2 <b>6,888,460</b>		
3		
4		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
1			
2			
3			
4			
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT
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CLERK  Sheryl L. Loesch	(BY) DEPUTY CLERK  /s/ Ariel Guzman	DATE  08/02/2007
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Copy 1—Upon initiation of action, mail this copy to Director    Copy 3—Upon termination of action, mail this copy to Director  
Copy 2—Upon filing document adding patent(s), mail this copy to Director    Copy 4—Case file copy

41. Defendants have, through the conduct described above, engaged in the manufacture, use, sale, offer for sale, and/or importation of products, services, and/or processes that infringed and continue to infringe, directly and/or indirectly by contributorily infringing and/or inducing to infringe, one or more of the claims of SecurityPoint's '460 patent, in violation of 35 U.S.C. § 271 and without authorization from SecurityPoint. The infringing products, services, and/or processes manufactures, used, sold offered for sale and/or imported by Defendants include, but are not necessarily limited to, Defendant Adason's On-The-Go™ Security Ads.

42. On information and belief, Defendants' infringement has been willful and deliberate and with full knowledge of the '460 patent.

43. By reason of Defendants' infringing activities, SecurityPoint has suffered and will continue to suffer substantial damages, all in an amount to be established at trial.

44. SecurityPoint is entitled to, among other things, compensation for the infringing activities by Defendants, and to disgorgement of any financial gain realized by Defendants arising from such infringing activities, including lost profits and damages.

45. SecurityPoint's business, reputation, and goodwill are being irreparably injured by the infringing activities of Defendants. Such infringing activities will continue, to the detriment of Security Point, unless such infringing activities are permanently enjoined by the Court. SecurityPoint has no adequate remedy at law for Defendants' infringement of the '460 patent.

**WHEREFORE**, SecurityPoint demands:

A. A preliminary and permanent injunction restraining Defendants, their partners, subsidiaries, affiliates, agents, servants, employees, attorneys and all persons in active concert or participation with it, from further direct and/or indirect infringement of the '460 patent;

B. That judgment be entered against Defendants for damages sustained as a result of Defendants' infringement of the '460 patent, and that the damages be trebled pursuant to 35 U.S.C. § 284 as a result of Defendants' willful and deliberate direct and/or indirect infringement of the '460 patent;

C. That the Court declare this to be an exceptional case under 35 U.S.C. § 285 and award SecurityPoint its costs, expenses, and reasonable attorneys' fees incurred in this action;

D. That SecurityPoint recover pre-judgment and post-judgment interest on each and every award;

E. Such other and further relief as the Court may deem just and proper.

**COUNT II: FALSE MARKING**

46. SecurityPoint repeats and realleges the allegations of paragraphs 1 through 45 as though fully set forth herein.

47. As its second ground for relief, SecurityPoint alleges false patent marking by Defendants in violation of 35 U.S.C. § 292.

48. On information and belief, Defendants have marked upon, affixed to, and/or used in advertising and marketing in connection with Defendant Adason's On-The-Go™ Security Ads words indicating that the same is patented. Defendants have done so for the

purpose of deceiving the public since Defendants do not have any United States Patent relating to its On-The-Go™ Security Ads.

**WHEREFORE**, SecurityPoint demands:

A. That judgment be entered against Defendants for falsely marking Defendant Adason's On-The-Go™ Security Ads in violation of 35 U.S.C. § 292;

B. That SecurityPoint and the United States be awarded statutory damages for each offense of Defendants' false marking;

C. That SecurityPoint be awarded its reasonable attorney fees, costs, and expenses incurred in pursuing this action;

D. That SecurityPoint recover pre-judgment and post-judgment interest on each and every award;

E. Such other and further relief as the Court may deem just and proper.

**COUNT III: VIOLATION OF THE SECTION 43(A) OF THE  
LANHAM ACT, 15 U.S.C. § 1125(a)**

49. SecurityPoint repeats and realleges the allegations of paragraphs 1 through 48 as though fully set forth herein.

50. As its third ground for relief, SecurityPoint alleges violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a) by Defendants.

51. Defendants have violated Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a) by, among other things, falsely holding out Defendant Adason's On-The-Go™ Security Ads as patented, in its commercial advertising or promotions, which misrepresents the nature, characteristics and/or quality of Defendant Adason's On-The-Go™ Security Ads in the marketplace.

52. Defendants have violated Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a) by, among other things, causing confusion in the marketplace as to the origin of Defendant Adason's On-The-Go™ Security Ad System and causing confusion in the marketplace between SecurityPoint's SecureTray™ System and Defendant Adason's On-The-Go™ Security Ad System.

53. SecurityPoint's business is being irreparably damaged by the falsifying activities of Defendants.

**WHEREFORE**, SecurityPoint demands:

A. A preliminary and permanent injunction restraining Defendants, their partners, subsidiaries, affiliates, agents, servants, employees, attorneys and all persons in active concert or participation with it, from doing any act or thing that is likely to induce the mistaken belief that Defendants or their goods or services are in any way affiliated, connected, certified, or associated with SecurityPoint or its services, or unfairly competing with SecurityPoint in any manner whatsoever.

B. That judgment be entered against Defendants for damages sustained as a result of Defendants' violations of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), and that the damages be trebled to compensate for Defendants' willful falsifying activities;

C. That the Court declare this to be an exceptional case and award SecurityPoint its costs, expenses, and reasonable attorneys' fees incurred in this action;

D. That SecurityPoint recover pre-judgment and post-judgment interest on each and every award;

E. Such other and further relief as the Court may deem just and proper.

**COUNT IV: MISLEADING ADVERTISING IN VIOLATION OF  
FLORIDA STATUTE §§ 817.41**

54. SecurityPoint repeats and realleges the allegations of paragraphs 1 through 53 as though fully set forth herein.

55. As its fourth ground for relief, SecurityPoint alleges misleading advertising in violation of Florida Statute § 817.41 by Defendants.

56. Defendants have engaged in misleading advertising in violation of Florida Statute § 817.41 by, among other things, falsely holding out Defendant Adason's On-The-Go™ Security Ads as patented.

57. Defendants have engaged in misleading advertising in violated Florida Statute § 817.41 by, among other things, causing confusion in the marketplace as to the origin of Defendant Adason's On-The-Go™ Security Ad System and causing confusion in the marketplace between SecurityPoint's SecureTray™ System and Defendant Adason's On-The-Go™ Security Ad System.

58. SecurityPoint's business, reputation, and goodwill are being irreparably injured by the misleading activities of Defendants.

**WHEREFORE**, SecurityPoint demands:

A. That judgment be entered against Defendants for damages, compensatory and punitive, arising from Defendants' misleading activities in violation of Florida Statute § 817.41 as permitted by Florida law;

B. That the Court declare this to be an exceptional case and award SecurityPoint its costs, expenses, and reasonable attorneys' fees incurred in this action;

C. That SecurityPoint recover pre-judgment and post-judgment interest on each and every award;

D. Such other and further relief as the Court may deem just and proper.

**COUNT V: VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR  
TRADE PRACTICES ACT, FLA. STAT. § 501.201 ET SEQ.**

59. SecurityPoint repeats and realleges the allegations of paragraphs 1 through 58 as though fully set forth herein.

60. As its fifth ground for relief, SecurityPoint alleges violation of the Florida Deceptive and Unfair Trade Practices Act, Florida Statute §§ 501.201–501.213 by Defendants.

61. Defendants have violated the Florida Deceptive and Unfair Trade Practices Act, Florida Statute § 501.201 by, among other things, falsely holding out Defendant Adason's On-The-Go™ Security Ads as patented and by infringing upon the '460 patent.

62. Defendants have committed unfair deceptive acts in commerce and participated in unfair methods of competition in violated the Florida Deceptive and Unfair Trade Practices Act, Florida Statute § 501.201 by, among other things, causing confusion in the marketplace as to the origin of Defendant Adason's On-The-Go™ Security Ad System and causing confusion in the marketplace between SecurityPoint's SecureTray™ System and Defendant Adason's On-The-Go™ Security Ad System.

63. SecurityPoint's business, reputation, and goodwill are being irreparably injured by the unfair activities of Defendants. Such unfair activities will continue, to the detriment of Security Point, unless such unfair activities are enjoined by the Court.

**WHEREFORE**, SecurityPoint demands:

A. A preliminary and permanent injunction restraining Defendants, their partners, subsidiaries, affiliates, agents, servants, employees, attorneys and all persons in active concert or participation with them, from engaging in unfair activities as alleged herein;

B. That judgment be entered against Defendants for damages, compensatory and punitive, sustained as a result of Defendants' violations of the Florida Deceptive and Unfair Trade Practices Act, Florida Statute § 501.201 arising from Defendants' unfair activities as permitted by Florida law;

C. That the Court declare this to be an exceptional case and award SecurityPoint its costs, expenses, and reasonable attorneys' fees incurred in this action;

D. That SecurityPoint recover pre-judgment and post-judgment interest on each and every award;

E. Such other and further relief as the Court may deem just and proper.

**COUNT VI: COMMON LAW UNFAIR COMPETITION**

64. SecurityPoint repeats and realleges the allegations of paragraphs 1 through 63 as though fully set forth herein.

65. As its sixth ground for relief, SecurityPoint alleges common law unfair competition.

66. Defendants have engaged in unfair competition by falsely holding out Defendant Adason's On-The-Go™ Security Ads as patented and by infringing upon the '460 patent

67. Defendants have engaged in unfair competition by, among other things, causing confusion in the marketplace as to the origin of Defendant Adason's On-The-Go™



Security Ad System and causing confusion in the marketplace between SecurityPoint's SecureTray™ System and Defendant Adason's On-The-Go™ Security Ad System.

68. SecurityPoint's business, reputation, and goodwill are being irreparably injured by the unfair activities of Defendants. Such unfair activities will continue, to the detriment of Security Point, unless such unfair activities are enjoined by the Court.

**WHEREFORE**, SecurityPoint demands:

A. A preliminary and permanent injunction restraining Defendants, their partners, subsidiaries, affiliates, agents, servants, employees, attorneys and all persons in active concert or participation with it, from engaging in unfair activities as alleged herein;

B. That judgment be entered against Defendants for damages, compensatory and punitive, sustained as a result of Defendants' violations arising from Defendants' unfair activities as permitted by Florida law;

C. That the Court declare this to be an exceptional case and award SecurityPoint its costs, expenses, and reasonable attorneys' fees incurred in this action;

D. That SecurityPoint recover pre-judgment and post-judgment interest on each and every award;

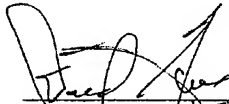
E. Such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, SecurityPoint, demands trial by jury of all issues so triable.

DATED: March 12, 2007

Respectfully submitted,



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David F. Geneson  
Florida Bar No. 173525  
Julie A. Hopkins  
Sheppard Mullin Richter & Hampton LLP  
1300 I Street, NW  
11<sup>th</sup> Floor East  
Washington, DC 20006  
Tel: (202) 218-0000  
Fax: (202) 218-0020  
dgeneson@sheppardmullin.com  
jhopkins@sheppardmullin.com  
Trial Counsel for Plaintiff SecurityPoint Media, LLC

James M. Matulis  
Florida Bar No. 0077429  
Fowler White Boggs Banker  
501 East Kennedy Boulevard  
Suite 1700  
Tampa, FL 33602  
Tel: (813) 228-7411  
Fax: (813) 229-8313  
jmatulis@fowlerwhite.com  
Local Counsel for SecurityPoint Media, LLC

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<sup>1</sup> Mr. Geneson is admitted to the Middle District of Florida and will be registering to use EM/ECF.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

SECURITYPOINT MEDIA, LLC

Plaintiff,

vs.

THE ADASON GROUP, LLC;  
THE CONNER GROUP;  
STEPHEN CONNER;  
Defendants.

Civil Action No.:

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF  
AND DEMAND FOR JURY TRIAL**

Plaintiff, SecurityPoint Media, LLC ("SecurityPoint"), sues Defendants, The Adason Group, LLC ("Adason"), The Conner Group and Stephen Conner and alleges as follows:

**PARTIES**

1. Plaintiff, SecurityPoint, is a limited liability company that is organized under the laws of the State of Florida with its principal place of business at 11201 Danka Circle North, Suite 120, St. Petersburg, Florida 33716.

2. On information and belief, Defendant, The Adason Group, is a limited liability company that is organized under the laws of the State of Georgia with its principal place of business at 1745 Phoenix Boulevard, Suite 240, Atlanta, Georgia 30349.

3. On information and belief, Defendant, The Conner Group, is a company that has its principal place of business at 7801 Morningdew Drive, Plano, Texas 75025.

4. On information and belief, Defendant, Stephen Conner, is an individual who is domiciled in the State of Texas, with a home address at 7801 Morningdew Drive, Plano, Texas 75025.

#### **JURISDICTION AND VENUE**

5. This is a civil action based on Defendants' patent infringement in violation of 35 U.S.C. § 271; false marking in violation of 35 U.S.C. § 292; violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); misleading advertising in violation of Florida Statute § 817.41; violation of the Florida Deceptive and Unfair Trade Practices Act, Florida Statute § 501.201 *et seq.*; and violation of the Florida common law of unfair competition.

6. This Court has original subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

7. Complete diversity of citizenship exists among the parties and the matter in controversy exceeds the sum of \$75,000, exclusive of interest, costs, and attorney's fees. This Court has original subject matter jurisdiction under 28 U.S.C. § 1332.

8. This Court has supplemental jurisdiction under 28 U.S.C. § 1367.

9. On information and belief, Defendants regularly and continuously transact business in the State of Florida and in this judicial district. Accordingly, this Court has personal jurisdiction over Defendants pursuant to § 48.193(1)(a) and (1)(b), Florida Statutes.

10. Venue is proper in this district under 28 U.S.C. §§ 1391 and 1400(b).

#### **FACTS**

11. SecurityPoint's SecureTray™ System delivers a targeted, high impact branding opportunity at security checkpoints while simultaneously improving checkpoint

efficiency. The SecureTray™ System has been validated with successful implementation and operation at major airports such as the Los Angeles International Airport. Through considerable effort and expense, SecurityPoint has established itself as a leader in the field of security checkpoint advertising, and has received widespread acclaim.

12. On May 3, 2005, the United States Patent and Trademark Office duly and lawfully issued U.S. Patent No. 6,888,460 ("the '460 patent") entitled "Advertising Trays for Security Screening" to inventor Joseph T. Ambrefe. A copy of the '460 patent is attached as Exhibit A. The '460 patent covers the SecureTray™ System, and is both valid and enforceable.

13. SecurityPoint is the owner and assignee, of the entire right, title, and interest in the '460 patent, including the right to sue and recover for infringement.

14. The Transportation Security Administration ("TSA") is offering a one-year pilot program to allow commercial advertising at passenger screening checkpoints in select airports throughout the United States and its territories. Under the TSA Pilot Program, airport operators may enter into an agreement with vendors, who will provide divestiture bins, divestiture and composure tables, and metal-free bin return carts at no cost to TSA. In return for the equipment, TSA will allow airport operator-approved advertisements to be displayed on the bottom of the inside of the bins. The TSA is receiving contract proposals from February 2, 2007 to May 17, 2007. The TSA will execute agreements on a rolling basis up to and until May 31, 2007 and the TSA Pilot Program will conclude at all locations on May 31, 2008.

15. On information and belief, Defendant Adason, including its division, the Adason Media Group, manufactures, uses, sells, offers for sale, and/or imports in the United States a security checkpoint advertising system under the trade name "On-The-Go™ Security Ads." Specifically, Defendant offered for sale this system at trade shows, on the internet ([www.theadasongroup.com](http://www.theadasongroup.com) and [www.adasonmedia.com](http://www.adasonmedia.com)) and in proposed contracts with Interspace Airport Advertising ("IAA") and ClearChannel Airport ("CCA") in the United States.

16. On information and belief, Defendant Adason maintains no patents, United States or otherwise, that relate to its On-The-Go™ Security Ads.

17. On information and belief, Defendant Adason has represented its On-The-Go™ Security Ads as "patented."

18. On information and belief, Defendant Adason does business with and provides "On-The-Go™ Shuttle Ads" to airport parking and shuttle companies including TheParkingSpot and Pre Flight Airport Parking. On information and belief, Defendant Adason does business with and provides On-The-Go™ Shuttle Ads to the Orlando International Airport in Orlando, Florida.

19. On information and belief, Defendant Adason advertises its services and provides contact information, including its website address and a toll-free number, in its On-The-Go™ Shuttle Ads on airport shuttles in the Orlando International Airport in Orlando, Florida.

20. On information and belief, representatives of Defendant Adason attended the Airport Revenue News ("ARN") Annual Conference in Orlando, Florida on February 18-20,

2007 where Defendant Adason maintained a booth staffed by employees of Defendant Adason including Co-President Allison Johnson, Co-President Kirk Adams and Richard Mashburn.

21. On information and belief, Defendant Adason offered for sale and negotiated sales of its On-The-Go™ Security Ads system as a solution to the TSA Pilot Program at the ARN Annual Conference in Orlando, Florida on February 18-20, 2007. Defendant Adason displayed and presented carts similar to SecurityPoint's SecureCart™ and trays similar to SecurityPoint's SecureTray™ and touted to attendees the carts and trays to be used in the TSA Pilot Program.

22. On information and belief, Defendant Adason offered for sale and sent contract proposals for its On-The-Go™ Security Ads system to IAA and CCA. IAA operates in sixteen airports in Florida and specifically, in Orlando Sanford International Airport. On information and belief, under the contract proposal, Defendant Adason will provide to IAA and CCA components of the system including carts and trays similar to SecurityPoint's SecureCarts™ and SecureTrays™ to carry out the TSA Pilot Program in airports around the United States, including Florida airports.

23. On information and belief, Defendant Adason is in alliance with Defendant The Conner Group, a company that provides executive consultation to Defendant Adason in regards to media opportunities with airlines and airports. Specifically, on information and belief, Defendant The Conner Group attends trade shows and makes presentations to IAA, CCA and airports of Defendant Adason's On-The-Go™ Security System in compliance with the TSA Pilot Program.

24. On information and belief, Defendant The Conner Group manufactures, uses, sells, offers for sale, and/or imports in the United States a security checkpoint advertising system under the trade name "On-The-Go™ Security Ads." Specifically, Defendant The Conner Group offered for sale this system at trade shows and in proposed contracts with IAA and CCA in the United States.

25. On information and belief, Defendant The Conner Group maintains no patents, United States or otherwise, that relate to Defendant Adason's On-The-Go™ Security Ads.

26. On information and belief, Defendant The Conner Group has represented Defendant Adason's On-The-Go™ Security Ads as "patented."

27. On information and belief, a representative of Defendant The Conner Group attended the Airport Revenue News ("ARN") Annual Conference in Orlando, Florida on February 18-20, 2007 where Defendant Adason maintained a booth staffed by employees of Defendant The Conner Group including Defendant Stephen Conner.

28. On information and belief, Defendant The Conner Group offered for sale and negotiated sales of Defendant Adason's On-The-Go™ Security Ads system as a solution to the TSA Pilot Program at the ARN Annual Conference in Orlando, Florida on February 18-20, 2007. Defendant The Conner Group displayed and presented carts similar to SecurityPoint's SecureCart™ and trays similar to SecurityPoint's SecureTray™ and touted to attendees the carts and trays to be used in the TSA Pilot Program.

29. On information and belief, Defendant The Conner Group has offered for sale and sent contract proposals for Defendant Adason's On-The-Go™ Security Ads system to



IAA and CCA. IAA operates in sixteen airports in Florida and specifically, in Orlando Sanford International Airport. On information and belief, under the contract proposal, Defendant Adason will provide to IAA and CCA components of the system including carts and trays similar to SecurityPoint's SecureCarts™ and SecureTrays™ to carry out the TSA Pilot Program in airports around the United States, including Florida airports.

30. On information and belief, Defendant Stephen Conner is the owner and founder of Defendant The Conner Group and currently serves as a consultant with Defendant The Conner Group.

31. On information and belief, Defendant Stephen Conner manufactures, uses, sells, offers for sale, and/or imports in the United States a security checkpoint advertising system under the trade name "On-The-Go™ Security Ads." Specifically, Defendant Stephen Conner offered for sale this system at trade shows and in proposed contracts with IAA and CCA in the United States.

32. On information and belief, Defendant Stephen Conner maintains no patents, United States or otherwise, that relate to Defendant Adason's On-The-Go™ Security Ads.

33. On information and belief, Defendant Stephen Conner has represented Defendant Adason's On-The-Go™ Security Ads as "patented."

34. On information and belief, Defendant Stephen Conner attended the Airport Revenue News ("ARN") Annual Conference in Orlando, Florida on February 18-20, 2007 where Defendant Adason maintained a booth staffed by Defendant Stephen Conner.

35. On information and belief, Defendant Stephen Conner offered for sale and negotiated sales of Defendant Adason's On-The-Go™ Security Ads system as a solution to

the TSA Pilot Program at the ARN Annual Conference in Orlando, Florida on February 18-20, 2007. Defendant Stephen Conner displayed and presented carts similar to SecurityPoint's SecureCart™ and trays similar to SecurityPoint's SecureTray™ and touted to attendees the carts and trays to be used in the TSA Pilot Program.

36. On information and belief, Defendant Stephen Conner offered for sale and sent contract proposals for Defendant Adason's On-The-Go™ Security Ads system to IAA and CCA. IAA operates in sixteen airports in Florida and specifically, in Orlando Sanford International Airport. On information and belief, under the contract proposal, Defendant Adason will provide to IAA and CCA components of the system including carts and trays similar to SecurityPoint's SecureCarts™ and SecureTrays™ to carry out the TSA Pilot Program in airports around the United States, including Florida airports.

37. Defendants do not have and have never had a license from SecurityPoint to use the inventions claimed and disclosed in the '460 patent.

38. SecurityPoint and Defendants are direct competitors in the marketplace and Defendants' willful actions have caused confusion in the marketplace between SecurityPoint's patented SecureTray™ System and Defendant Adason's On-The-Go™ Security Ads.

39. SecurityPoint's business, reputation, and goodwill are being irreparably injured by the activities of Defendants.

**COUNT I: INFRINGEMENT OF U.S. PATENT NO. 6,888,460**

40. SecurityPoint repeats and realleges the allegations of paragraphs 1 through 39 as though fully set forth herein.